



NEW WESTMINSTER

TENDER NUMBER: **NWIT-12-38**

PROJECT TITLE: **Intersection Safety Improvements**

PROJECT LOCATION: Twelfth Street at London Street
New Westminster, BC

BID DUE: **3:00 PM (Local Time) on Tuesday, December 18, 2012**

DATE: November 28, 2012

CITY OF NEW WESTMINSTER
511 Royal Avenue
New Westminster, BC
V3L 1H9

BID DOCUMENTS

<u>Title</u>	<u>Dwg. No.</u>	<u>Pages</u>
Covering Pages		1 Pages
Instructions to Bidders		4 Pages
Bid Form		3 Pages
General Requirements		5 Pages
Contract for Services		4 Pages
General Conditions		7 Pages
Declaration – Living Wage Employer		1 Page
Ped Crossing Beacon Installation	PJ2012-55	1 Page

1.0 Scope Of Work

- 1.1 Provide all labour, materials, plant, and equipment necessary to supply and install a pedestrian crossing beacon, as specified in the Tender Documents, General Requirements, Specifications, and Drawings.

2.0 Owner

- 2.1 The owner is the City of New Westminster, 511 Royal Avenue, New Westminster, BC, V3L 1H9, herein after referred to as the "City".

3.0 Submission Of Tender

- 3.1 Bidders shall submit the Tender on the enclosed Bid Form in a **sealed** envelope, clearly marked **NWIT-12-38 Intersection Safety Improvements**.

- 3.2 The completed Tender shall be submitted to:

Information Desk
City of New Westminster
511 Royal Avenue
New Westminster, BC, V3L 1H9
Attention: Purchasing Manager

- 3.3 The City shall receive Tenders at the location specified in 3.2 above, prior to **3:00 PM (Local Time) on Tuesday, December 18, 2012.**

- 3.4 Bidders shall submit the Bid Form with all blank spaces filled in. Alterations, qualifications, or omissions to the Bid Form may render the Bid liable for rejection by the City. The Bidder shall initial any erasures or corrections to the entries on the Bid Form.

- 3.5 The City does not accept facsimile, electronic mail, or other unsealed Bids.

- 3.6 The official time will be that on the clock located at the Information Desk. The City **will not** accept late submissions.

- 3.7 The City will not open this Tender in public.

4.0 Addenda

- 4.1 Should addenda to the Bid Documents be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Bid Closing date and time.

- 4.2 Bidders are responsible for checking the City's website for any addenda or other information relating to this Invitation to Tender.

- 4.3 All Addenda become part of the Contract Documents. Bidders should include adjustment costs in the Bid Price.

- 4.4 Failure to acknowledge any Addendum may result in the disqualification of the Bidder.

5.0 Living Wage Policy

- 5.1 Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2012 for the Lower Mainland is \$19.14, assuming no benefits are provided by the employer.
- 5.2 In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility
<http://livingwageforfamilies.ca/calculator/>
- 5.3 The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award.**
- 5.4 In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration.
- 5.5 Please review the City’s Living Wage Policy for further information
http://www.newwestcity.ca/business/living_wage_employer.php

6.0 Acceptance Of Bid

- 6.1 The City is not obligated to accept the lowest or any tender and may reject all bids.
- 6.2 The City may waive any non-compliance with the Bid Documents.
- 6.3 The City may, prior to contract award, negotiate changes to the scope of work with the low bidder or any one or more bidders without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.
- 6.4 Bids shall remain open for acceptance by the City for a period of sixty (60) days from the closing date.

7.0 Revision Of Bid

- 7.1 A Bid Form already delivered to the City may only be revised in the manner described below and, to qualify, the revision must be actually received by the City at the address given herein prior to the time and date specified for the closing of this Tender.
- 7.2 Bidders shall submit written Bid Revisions only in a sealed envelope. The Bidder may revise only the Bidder’s entries on the delivered Bid Form.
- 7.3 The City **will not** accept revisions of Bids by facsimile or email.

8.0 Evaluation Of Bids

8.1 The City will review and evaluate all valid submitted bids. The City will evaluate Bids based on the Offer Price, Separate Prices, and References.

9.0 Knowledge Of Site And Work

9.1 Bidders shall visit the site of the work and make allowances in their bids for such conditions as in the sole opinion of the bidder are warranted. The City makes no representation or warranty as to the conditions of the site.

10.0 Documents Required Of The Successful Tenderer

10.1 Within seven (7) days of acceptance of the Bid by the City and prior to the work starting, the Contractor shall provide some or all of the following documents and/or requirements to the City:

- a) Certificate of Good Standing from WorkSafe BC;
- b) Proof of \$5,000,000.00 Comprehensive General Liability Insurance covering the duration of the contract and naming The City of New Westminster and consultants as additional insured. All policies shall provide that they cannot be cancelled, changed or lapsed without at least thirty (30) days notice to the City by registered mail;
- c) Proof of Certificate of Vehicle Third Party Legal Liability Insurance covering the duration of the Contract;
- d) Names of all Subcontractors and description of the work to be performed by them, or confirmation that no Subcontractor will be involved in this project;
- e) Written assurance of sufficient manpower in your employ to fulfil satisfactorily this Contract;
- f) Proof of a valid City of New Westminster Business License;
- g) A Construction Schedule.

11.0 Permits

11.1 If requested, the Contractor shall apply and pay for all permits required, by authorities having jurisdiction, to carry out the work. The City will apply for and pay for the building permit.

11.2 The successful Bidder is required to obtain a City of New Westminster Business license prior to commencement of work.

12.0 Pricing Requirements

12.1 All prices shall be firm and shall include the cost of labour, materials, equipment, permits, transportation, services, fuel charges, and all Federal and Provincial taxes in force as of the date of submission of the offer, except that the HST (Harmonized Sales Tax) shall be excluded from the price.

13.0 Queries

13.1 The City requests Bidders to advise the City of any errors, conflicts, or omissions in the Bid Documents, prior to Tender closing, so the City may issue an addendum.

- 13.2 After the Bid is accepted, bidders shall abide by the City's decision in the correction of previously unidentified obvious errors, conflicts, or omissions.
- 13.3 Address all queries or requests for additional information to:
Heather Rossi, Purchasing Department,
City of New Westminster,
E-mail: hrossi@newwestcity.ca
- 13.4 The City cautions Bidders that information obtained from any other source is not official and may be inaccurate.
- 13.5 The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section.

14.0 Bid Security, Performance Bonding and Guarantees

- 14.1 Bid Security and Performance Bonding are not required for this Tender.

15.0 Form Of Contract

- 15.1 Any contract arising from this Invitation to Tender will use the City of New Westminster Contract for Services and General Conditions bound in the Tender Documents.

16.0 Ownership Of Tenders And Freedom Of Information

- 16.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Bidders that parts, or all, of their bids may be subject to the provisions of *British Columbia's Freedom of Information and Privacy Protection Act (FOIPP)* and *Community Charter*. Bidders who wish to protect particular parts of their bids from disclosure under the FOIPP Act should specifically identify any information or records with their bids that constitute trade secrets and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information. The City, as owner of the documents submitted, retains the right to copy the documents.

End of Instructions to Bidder

1.0 PROJECT

Title: **Intersection Safety Improvements**

Location: 12th Street and London Street, New Westminster, BC

2.0 BIDDER

Name: _____
(Hereinafter referred to as the "Bidder")

Address: _____
(including postal code)

Contact Name: _____

Telephone No: _____

Facsimile No: _____

Email Address: _____

3.0 OWNER

The Owner is the City of New Westminister, 511 Royal Avenue, New Westminister, BC, V3L 1H9, hereinafter referred to as the "City".

4.0 OFFER

4.1 The Bidder, having examined the Bid Documents and having gained full knowledge of the scope, character and location of the work and having become familiar with the local conditions, hereby offers to the City to execute the Work for the above named project in accordance with the Bid Documents for the amount of:

_____ dollars

(\$ _____), the contract price, which price shall be subject to adjustments as may be provided in the Tender Documents. The contract price **excludes** the HST (Harmonized Sales Tax).

4.2 The Contractor acknowledges that the City may, prior to contract award, negotiate changes to the scope of work with the low bidder or any one or more bidders without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.

5.0 ADJUSTMENTS TO CONTRACT PRICE

5.1 The Contractor further offers to carry out any changes to the work authorized by the City and to be compensated as provided in the General Conditions.

6.0 SCHEDULE

- 6.1 The City requires the Work to be substantially complete, a manner acceptable to the City, by February 28, 2013.
- 6.2 Failure to commence or complete the Work within the time stated may result in cancellation of the contract and completion of the Work by others.

7.0 ADDENDA

- 7.1 Any addenda issued by the City shall become part of the Bid Documents.
- 7.2 The Contractor acknowledges receipt of the following addenda and confirms that the Bid has been prepared in accordance therewith:

<u>Addendum No.</u>	<u>Dated</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8.0 SUBCONTRACTORS

- 8.1 The Contractor confirms that following is a list of all the subcontractors who will be employed for the Work. No other subcontractors will be employed unless prior written approval is received from the City.

<u>Name of Subcontractor</u>	<u>Item of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9.0 CONTRACTOR NUMBERS

- 9.1 Contractor's City of New Westminister Business License Number is _____
(to be obtained before contract award)

10.0 REFERENCES Note: Failure to complete this section may result in disqualification.

10.1 Bidders shall provide sources for three (3) references (companies for whom work of a similar nature was done in the past two (2) years, including the City of New Westminister).

1 Company Name: _____

Contact Person: _____ Phone: _____

Nature of Contract: _____

Project Date: _____ Approximate Value: _____

2 Company Name: _____

Contact Person: _____ Phone: _____

Nature of Contract: _____

Project Date: _____ Approximate Value: _____

3 Company Name: _____

Contact Person: _____ Phone: _____

Nature of Contract: _____

Project Date: _____ Approximate Value: _____

11.0 ACCEPTANCE

11.1 Acceptance of this offer by the City will be made by the issuance of a Letter of Award.

12.0 SIGNATURES

SIGNED, SEALED, AND DELIVERED by the Contractor:

(Contractor's Name)

(Legal Signing Authority)

(Corporate Seal)

(Print Name and Title)

(Date)

End of Bid Form

1.0 Summary Of Work

- 1.1 The Contractor shall provide all labour, materials, products, equipment, services, and incidentals required to complete the Contract Work as indicated in the Contract Documents and amendments.

2.0 Coordination

- 2.1 The Contractor shall coordinate and direct the execution of the work including directing the subcontractors.

3.0 Cutting and Patching

- 3.1 As it is necessary to carry out the Contract Work, areas of cutting, removal, or opening up of existing site areas shall be fully restored to match the previously existing conditions or adjacent existing conditions in construction and finish.

4.0 Submittals

4.1 Pre-Construction Submittals

- .1 The following submittals shall be provided by the contractor for the City's review within seven (7) days of award of the contract:
- a) Construction Schedule;
 - b) Proof of Insurance (see General Conditions);
 - c) Clearance Letter from WorkSafe BC;
 - d) Proof of a valid City of New Westminster Business License.

4.2 Shop Drawings & Samples

- .1 Shall be provided to the Consultant in a timely manner prior to ordering of the material and equipment.

4.3 Submittals For Substantial Performance

- .1 The following submittals shall be provided by the contractor for the Consultant's review upon the Contractor's request for Certificate of Completion of the Contract:
- a) Final inspection certificates from the authorities having jurisdiction;
 - b) Deficiency list, complete with a cost estimate of the value of remaining deficiencies;
 - c) Record Set Drawings - one set of white print working drawings neatly marked up in red indicating any as-built conditions that vary from the original drawings;
 - d) Data Manuals - 2 copies, typed 8.5" x 11" format, submitted in 3 ring hard cover binders including the following:
 - i) List of Sub-trades;
 - ii) Shop drawings;
 - iii) Operation and maintenance information;
 - iv) Warranties.

5.0 Maintenance Manuals

- 5.1 At the time of application for Substantial Performance, provide the City with maintenance manuals as specified in the Contract Documents.

6.0 Utilities And Services

- 6.1 The City shall provide, at no cost to the Contractor for the related work, cold water, and electrical power.
- 6.2 All other utilities and/or services required by the Contractor shall be the responsibility of the Contractor.

7.0 Security

- 7.1 The Contractor shall be responsible for the security of the job site as related to the Work. Comply with all fire regulations during the period of construction.

8.0 Access

- 8.1 Coordinate with City staff prior to commencing work.

9.0 Dangerous Materials

- 9.1 No gasoline or other dangerous materials shall be stored on the site.
- 9.2 The Contractor shall separate any dangerous or hazardous materials removed from the site and take to the appropriate recycling or disposal station(s).

10.0 Site Control And Organization

- 10.1 The Contractor shall at all times keep the site orderly and, as work allows, generally clean. Remove all trash and debris daily.

11.0 Site Meetings

- 11.1 The Contractor shall coordinate and attend regular site meetings at such intervals as may be deemed necessary for the purpose of coordinating and expediting the progress of the work.
- 11.2 An authorized representative of the City will attend these meetings, as and when required. The Contractor agrees to attend in person or send an authorized representative to any such meetings that the City may call. The Contractor's subcontractors shall attend meetings as required to expedite the Work.
- 11.3 The Consultant shall record and distribute the minutes of any such meetings.

12.0 Pre-Construction Conference

- 12.1 The City shall advise the Contractor of the time and location of a pre-construction meeting that representatives of the Contractor and his trades shall attend prior to the start of any construction of this contract. The purpose of the meeting is to review site conditions, scheduling and other contractual items.

13.0 Rectify Damages

13.1 The Contractor shall make good any damage or spillage to adjacent buildings, areas, grounds, or vehicles at no cost to the City and leave the site in the same state as it was prior to commencement of the contract and to the satisfaction of the City. The Contractor shall perform all work in a manner that ensures the minimum interference with normal use of public spaces and facilities.

14.0 Rejected Work

14.1 Defective work whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, shall be removed from the site by the Contractor and replaced and/or re-examined promptly in accordance with the Contract Documents, all at the Contractor's expense.

15.0 Quality Of Work

15.1 Workmanship shall be of the highest quality. When not specified elsewhere, the Contractor shall perform work in accordance with recognized trade standards and according to product manufacturer's recommendations.

16.0 Temporary Supports

16.1 The Contractor shall be responsible for all temporary supports, bracing, or similar structural work as may be required during the carrying out of the Contract Work.

17.0 Consultation With Owner

17.1 The Contractor shall contact the City immediately:

- .1 For clarification regarding the Contract Work for information in addition to what is provided in the Contract Documents;
- .2 If any conflicts or inaccuracies are discovered in the Contract Documents;
- .3 If any site conditions become apparent that require revisions to the project design and Contract Documents.
- .4 For coordination and approval of shutdowns of building systems, the City prohibits any shutdown of building systems during normal working hours.

18.0 Protection Of The Public And Others

18.1 The Contractor shall take adequate measures to protect the public, City of New Westminister staff, and others on site from injury, damage, or other loss resulting from construction and related activities. Included within the Contractor's work are hoarding, signage, and similar items appropriate for construction conditions and the progress of the job. The City shall have complete jurisdiction over entry of Contractor's workers and vehicle access to site and existing buildings. The Contractor shall make building access arrangements in consultation with applicable staff.

18.2 The Contractor will be required to meet with the City's representative on site to review and accept responsibilities as identified in the City's Prime Contractor Designation, Risk Assessment, and Pre-Job Meeting forms.

19.0 Hours Of Work

- 19.1 The Contractor shall carry out all work from 7:30 am through 7:00 pm, Monday through Friday.
- 19.2 The Contractor shall coordinate schedule with the applicable City staff. City staff must approve the schedule prior to the commencement of work. **No workers can be on site outside of pre-approved hours.**

20.0 Contractor Closeout

20.1 Final Accounting

- .1 Final statement of account - submit to Owner reflecting all adjustments and the following:
- a) Original Contract Sum;
 - b) Additions and deductions resulting from:
 - i) Change Orders;
 - ii) Unit Prices;
 - iii) Other adjustments;
 - iv) Deductions for uncorrected work;
 - c) Total Contract sum as adjusted;
 - d) Previous payments;
 - e) Sum remaining due.
- .2 The City retains the right to obtain proof of payment, in the form of a Statutory Declaration, of all sub-trades and material suppliers from the Contractor prior to making final payment.

20.2 Project Closeout

- .1 Flush clear all drains affected by the work;
- .2 Clean site of materials and debris created by the Construction;
- .3 Submit written acceptance that utility companies have inspected services to their satisfaction;
- .4 Provide Consultant with all Warranty and Bond Certificates with:
 - a) The proper name and address of the Owner and of the Project;
 - b) The date the warranty commences, which corresponds to the date of Substantial Performance;
 - c) A clear statement of what is being warranted as referenced in the Specifications;
 - d) The signature and seal of the company issuing the warranty, countersigned by the Contractor;
- .5 Attend a final walk-through with the City and Consultant to identify any final deficiencies;
- .6 Make good all known deficiencies in the work and notify the Consultant of readiness for final inspection only after completion of these items;
- .7 The Consultant will review completion of deficiencies during one review only. Additional reviews required to check un-rectified deficiencies or incomplete work will be back-charged by the Owner on the Contractor's progress payments and paid from those funds.

21.0 Special Instructions

21.1 The City does not permit smoking in or on the premises at any time.

22.0 Waste Management

22.1 The Contractor shall remove all waste from the site within forty-eight (48) hours after demolition.

22.2 The waste bins shall be located in an area that does not interfere with the normal operations of the building.

22.3 The City does not permit the use of existing on site waste receptacles by the Contractor.

22.4 Unless otherwise specified, all materials removed become the property of the Contractor, and must be disposed of in conformance with municipal, provincial, federal and WorkSafe BC requirements.

22.5 Separate recyclable and toxic waste materials from the waste stream. Deliver to a local waste management facility.

End of General Requirements

DRAFT CONTRACT FOR SERVICES AGREEMENT

This Agreement made this ___ day of _____ 2012

BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
511 Royal Avenue, New Westminister, BC, V3L 1H9
(herein called the “City”)

AND: “CONTRACTOR”
Address
(herein called the “Contractor”)

The City and the Contractor agree as follows:

1.0 ARTICLE 1 – Engagement and Conflict Of Interest

- 1.1 The Contractor agrees to perform the Contracting Work (herein called the “Work”) and provide all qualified personnel, services, materials, and such other things required by the **General Conditions, General Requirements, Specifications, Scope of Work and Bid Form** for **(enter tender / quote number)** for **Name of Work** at **Location, New Westminister**, submitted to the City **(enter date)**.
- 1.2 The Contractor’s relationship with the City will be that of a Prime Contractor.
- 1.3 The Contractor will not act for any party whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- 1.4 The Contractor warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation’s sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this agreement, the Contractor will immediately inform the City in writing.

2.0 ARTICLE 2 - Duration and Termination

- 2.1 The Work shall commence **enter date** and be complete by **enter date**, subject to further extension as agreed upon by the parties.
- 2.2 When the Contractor fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion, in writing.
- 2.3 Should the Contractor breach this agreement, either by abandonment, or by act or omission on their part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Contractor shall be paid only for Work performed up to the date of contravention.

- 2.4 Acts or omissions by the Contractor that shall justify termination of this Agreement shall include but not be limited to the following:
- a) neglect of duties;
 - b) non-compliance of this Agreement;
 - c) inability to perform the Work he represented himself as competent to perform;
 - d) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.
- 2.5 The agreement may be terminated by the City as follows:
- a) For Deficiency or Default - immediately by providing to the Contractor written notice of the deficiency or default after the Contractor has been given a reasonable opportunity to remedy said deficiency or default;
 - b) Without Cause - by providing the Notice in writing to (as agreed upon).
- 2.6 Upon termination of the agreement, the City will pay the Contractor for work performed up to the effective date of termination. All other obligations of the City to the Contractor will terminate upon the termination or expiry of the agreement.

3.0 ARTICLE 3 - Non-Disclosure of Information

- 3.1 The Contractor accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.

4.0 ARTICLE 4 - Ownership of Contract Documents and Freedom of Information

- 4.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Contractors that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPPA)* and *Community Charter*. Contractors who wish to ensure particular parts of this contract are protected from disclosure under the FOIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

5.0 ARTICLE 5 - Compliance with Applicable Laws

- 5.1 The Contractor shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the performance of the Work. The Contractor shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.
- 5.2 The Contractor will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Contractor will prove to the City they are registered with WorkSafe BC and are up to date on their premiums by providing a WorkSafe BC Clearance letter to the City before the Contractor starts the Work for the City and again before the City makes final payment to the Contractor.

5.3 The Contractor will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation Act*. Any WorkSafe BC violation by the Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, due to the actions of the Contractor are the responsibility of the Contractor.

6.0 ARTICLE 6 - Advertising and Publicity

6.1 The Contractor shall submit to the City, all proposed advertising, or publicity material(s) referring to the City or the performance of the Work for written approval prior to issue.

7.0 ARTICLE 7 - Relationship

7.1 It is expressly agreed, represented, and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Work and that the Contractor is not an employee, agent, or servant, of the City. Further, this Agreement does not constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the Contractor will invoice the City according to the terms and conditions of this Agreement.

8.0 ARTICLE 8 - Fees

8.1 In consideration of the performance of the Work, the City shall pay the Contractor the monies determined by the rates provided in **Tender / Quote #**, not to exceed **enter amount** excluding HST. This amount is the Maximum Authorized Expenditure. The City may increase this amount by issuing a written Change Order. The Change Order process will be as specified in General Condition 6.0.

9.0 ARTICLE 9 - Application for Payment

9.1 The Contractor shall submit invoices to the City, **Attention:**, in accordance with General Condition #GC 14.0.

10.0 ARTICLE 10 - Assignments

10.1 The Contractor may not assign this Agreement without the written consent of the City.

11.0 ARTICLE 11 – Agreement

11.1 No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.

11.2 This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations, or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**THE AUTHORIZED SIGNATURE FOR
THE CORPORATION OF THE CITY OF
NEW WESTMINSTER:**

Roy Moulder, SCMP
Purchasing Manager

Accepted and Agreed on

_____, 2012

By

“CONTRACTOR”

Authorized Signature

Name and Office

GC 1.0 Contract Documents

- 1.1 Upon receipt of the City's Purchase Order, the Bid Documents and the Contract for Services shall form the Contract Documents.
- 1.2 The Contract Documents are complementary and what specified by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labour, materials, construction plant and equipment, supplies, services, tools, transportation, facilities and all things necessary for the proper execution of the Work, excepting only those items specifically stated as being furnished by the City or others.

GC 2.0 Delays

- 2.1 If the Contractor delays in the commencement, execution or completion of the Work and the City does not cause the delay, the City will not accept any claim or schedule extension by the Contractor.

GC 3.0 Suspension Or Termination Of Work By The City

- 3.1 By written notice to the Contractor, the City may, in its sole discretion and without giving reasons, require the Contractor to either terminate execution of the Work or suspend the Work for a specified or unspecified time.
- 3.2 The City may terminate the Contract and assign the Work to others if the quality of the work does not comply with published industry or manufacturers' standards or if the Work is delayed other than by strikes or lockouts. The Contractor may make an application for delay due to poor weather to the City for consideration.
- 3.3 Compensation relating to the suspension or termination shall be pursuant to the "Changes" clause herein.

GC 4.0 Claims Against And Obligations Of The Contractor

- 4.1 The Contractor shall keep the construction site and all property of the City free and clear of all builders' liens and agrees to forthwith, following receipt of notice by the City of any such liens, cause the same to be discharged whether or not the liens or claims are valid.
- 4.2 Notwithstanding any provisions of this Agreement to the contrary, the City shall not be obliged to pay any moneys whatsoever to the Contractor during the time that any builders' liens or other liens are registered or filed against the construction site or property owned by the City.
- 4.3 The City will not release the lien holdback until the Contractor submits a Statutory Declaration stating that the Contractor has paid subcontractors, suppliers, materials men, and workers in full, and the City has confirmed that no liens are registered against the property at the date of the Builders' Lien expiration period.

GC 5.0 Signs And Publicity

5.1 Neither the Contractor, its subcontractors, nor anyone directly or indirectly employed by any of them, shall post any site signs or release any publicity reports, photographs or other information, orally or in writing, concerning the Work being performed or to be performed without the prior written approval of the City.

GC 6.0 Changes

6.1 Change Order must authorize changes to the Contract price or Contract Time. The maximum allowable combined overhead and profit mark-ups are as follows:

- .1 ten percent (10%) mark-up by the Contractor on changes in the Work performed by its own forces.
- .2 ten percent (10%) mark-up by the Contractor on the amounts paid to Subcontractors for changes in the Work performed by Subcontractors.
- .3 ten percent (10%) mark-up by the Subcontractors on changes in the Work.
- .4 The Contractor's mark-up includes all additional supervision time and related costs.
- .5 Changes authorized to proceed on a "time and materials" basis shall be accounted for using hourly rates actual costs, plus the above noted mark-ups.

GC 7.0 Cooperation With Other Contractors

7.1 Where, in the opinion of the City, other contractors or workers are required on the site of the Work, the Contractor shall, allow them access and shall cooperate with them in the carrying out of their duties and obligations, to the satisfaction of the City.

GC 8.0 Subcontractors

8.1 The Contractor without the written consent of the City may subcontract neither the whole nor any part of the Work.

8.2 The Contractor agrees to preserve and protect the rights of the parties under the Tender Documents with respect to any work performed under subcontract and shall require his subcontractors to perform their work in accordance with the Tender Documents. The Contractor shall be fully responsible to the City for subcontractors' acts or omissions or of persons directly or indirectly employed by them, to the same extent as if the acts or omissions were acts or omissions of the Contractor.

8.3 Nothing contained in the Tender Documents shall create any contractual relationship between any subcontractor and the City.

GC 9.0 Assignment Of Agreement

9.1 The Contractor shall not assign this Tender or any part thereof without the prior written consent of the City. The City may arbitrarily withhold such consent.

GC 10.0 Laws And Permits

10.1 The Contractor shall comply and ensure compliance with all laws and regulations relating to the Work, whether Federal, Provincial or City, and shall pay to the appropriate authorities all licenses, fees and charges in respect of permits, unless otherwise instructed in the Tender Documents.

GC 11.0 Protection Of Work

11.1 The Contractor shall guard or otherwise protect the Work including all material, plant, and real property related to the Work against loss or damage from any cause.

11.2 The Contractor shall erect and maintain barricades, canopies, guards, lights, and warning signs to the extent required by law for the protection of the public.

GC 12.0 Insurance

12.1 The Contractor shall provide the following types of insurance, to be placed with a company or companies legally doing business in British Columbia and in a form acceptable to the City. The policies of insurance shall provide for thirty (30) days prior written notice of cancellation, lapse, or material change to the City. Certified copies of these insurance policies shall be submitted to the City prior to the commencement of any Work.

12.2 **Comprehensive General Liability Insurance** protecting the City, the Consultants, the Contractor, and their respective servants, agents, tenants or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its subcontractors, or their respective servants, agents or employees in connection with the Work.

.1 The policy shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Contractor under any contract or agreement, including the indemnity provisions of this Contract. The policy shall also include products and completed operations coverage and shall extend to liability arising out of non-owned automobiles.

.2 This insurance shall be for an amount of not less than five million dollars (\$5,000,000.00) inclusive per occurrence and shall include a standard form of cross liability clause. The deductible per occurrence shall not exceed one thousand dollars (\$1,000.00). The insurance shall remain in force, following completion of the Work, for a period of not less than seventy-two (72) months, renewed on an annual basis. Evidence of this insurance is to be provided to the City on an annual basis.

12.3 **Automobile Liability Insurance** on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising from the operations of the Contractor, its servants, agents, or employees. This insurance shall be for a minimum amount of one million dollars (\$1,000,000) inclusive per accident.

- 12.4 **Contractor's Equipment Insurance** covering all equipment owned or rented by the Contractor and its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the City.

GC 13.0 Indemnity

- 13.1 Notwithstanding any insurance that may be provided by the City, the Contractor agrees to indemnify the City from all liability resulting from the operations of the Contractor or any subcontractors, or their respective servants, agents or employees under this Agreement, excepting liability wholly arising out of the negligent acts of the City.
- 13.2 At the City's option, the Contractor shall, at his own expense, promptly assume the defence of any claim, suit, or other proceeding arising out of sentence (1) of this clause, and promptly pay all costs that may be incurred by or against the City. The City may require, as a condition precedent to any payment hereunder, the Contractor to submit waivers or releases extinguishing all claims of any person, firm, or corporation.
- 13.3 If any encumbrance should be placed upon or obtained against the property comprising the site of the Work, or because of any such suit or proceeding, the Contractor shall forthwith cause the same to be discharged. In the event that the Contractor fails to remove the said encumbrance(s), the City may pay whatever moneys are necessary to discharge fully these encumbrance(s) and all of its costs in that regard may be deducted from moneys otherwise payable to the Contractor.

GC 14.0 Application For Payment

- 14.1 When the schedule is more than thirty (30) days, applications for payment may be made once in each month from the date of acceptance of the Contractor's Tender by the City.
- 14.2 A properly completed application shall be delivered to the City in an acceptable form on or before the tenth (10th) day of the month following the month which it represents and shall consist of:
- a) a progress invoice;
 - b) a progress breakdown describing the portion and value of Work completed to date which, when certified by the City, shall be used as the basis for payment;
 - c) a Statutory Declaration, when required.
- 14.3 The Contractor shall show the HST separately at the end of each invoice and calculate the HST on the balance after the deduction of the builders' lien holdback and any other holdbacks or deductions. The City will pay the amount of the HST owing on any holdbacks at the time of release of the holdback moneys to the Contractor.

- 14.4 Applications for payment received by the City after the time provided above will not be payable by the City until the end of the first month following the date of actual receipt.

GC 15.0 Certificates And Payments

- 15.1 Upon the last day of the month following the month represented by the application for payment, an amount equal to ninety percent (90%) of the value of the work, products and materials described therein, less all previous payments, shall become due and payable by the City, subject always to the terms of the Tender Documents.
- 15.2 Upon the expiration of thirty-one (31) days from the City's issuance of a certificate of Substantial Performance, an amount equal to the Contract price less:
- a) three (3) times the value of any deficiencies, plus
 - b) ten percent (10%) Builders' Lien holdback, plus
 - c) the amount of all previous payments,
- shall become due and payable by the City subject always to the terms of the Contract Documents.
- 15.3 Upon the expiration of fifty-five (55) days after the date of the issuance by the City of the certificate of Substantial Performance referred to above, the lien holdback amount shall become due and payable by the City, subject always to the terms of the Contract Documents.
- 15.4 Upon the expiration of thirty-one (31) days from the date of issuance by the City of a certificate of final payment, the deficiency holdback amount shall become due and payable by the City, subject always to the proper rectification of these deficiencies.

GC 16.0 Warranty And Rectification Of Defects

- 16.1 Without restricting any warranty or guarantee implied or stipulated by law, the Contractor shall, at his own expense, rectify and make good any defect or fault that appears in the Work within twelve (12) months from the date of issuance by the City of a Certificate of Substantial Performance.
- 16.2 If the Contractor fails to correct the defect within five (5) calendar days of written notification by the City, the City may correct it and deduct all related costs from the Contract price.

GC 17.0 Shop Drawings

- 17.1 The Contractor shall submit to the Consultant as assigned by the City, for review, six (6) sets of shop drawings, brochures, diagrams, illustrations and other data required to illustrate details of the Work prior to fabrication or incorporation of the same into the Work, when required by the Specifications.
- 17.2 The review of such drawings by the Consultant shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings, etc. or of responsibility for meeting all requirements of the Contract Documents.

GC 18.0 Cleanup And Final Cleaning Of Work

- 18.1 Promptly after the date of substantial performance, the Contractor shall remove its debris, surplus or waste products, tools, construction machinery, equipment, and temporary facilities not required for the performance of the remaining work, unless otherwise directed by the City, and leave the site in a clean condition for use by the City.
- 18.2 Upon completion of the work, provide a thorough cleaning of all new areas and materials, and of all existing areas and materials affected by the work.

GC 19.0 Products

- 19.1 Products shall be new unless otherwise specified.
- 19.2 Products shall not be stored on the site unless approved by the City.
- 19.3 The City shall not pay the Contractor for products not incorporated into the Work unless prior approval has been obtained from the City.

GC 20.0 Field Review

- 20.1 The City shall have access to the Work whenever it is in progress.
- 20.2 The Contractor shall ensure that all specified field reviews or tests have made before covering the work to be reviewed.
- 20.3 The Contractor shall uncover work that has not been reviewed as specified and make the work good at the Contractor's expense.

GC 21.0 Builders' Lien Holdback

- 21.1 A lien holdback of ten percent (10%) of the cost of the Work will be deducted from the second (2nd) and subsequent progress invoices, and held by the City until fifty-five (55) days after the date of Substantial Performance, in accordance with the *Builders Lien Act* of British Columbia.

GC 22.0 Bonds

- 22.1 Bonding is not required for this contract.

GC 23.0 Warranty

- 23.1 Product warranties requiring guarantees in excess of two years shall be issued by the manufacturer to the benefit of the Owner. The Contractor is responsible to obtain these warranties on behalf of the Owner from the manufacturer.

GC 24.0 Deficiency Holdback

24.1 The City will retain a holdback of three (3) times the City's estimated value of any work that is considered deficient or incomplete at the time of Substantial Performance.

GC 25.0 Hazardous Materials

25.1 The City will endeavour to identify the presence of potentially hazardous materials, specifically asbestos or PCBs. The Contractor shall be responsible for bringing to the attention of the City the presence, or suspected presence, of a potentially hazardous material affecting the work. An appropriate means of dealing with the material will be agreed upon between the City and the Contractor. Unless specified otherwise in the Documents, the cost of the removal of asbestos and PCBs will be borne by the City.

GC 26.0 Safety Requirements

26.1 The Contractor shall review the City's worksite hazard communication program and shall sign and submit the related documentation to the City prior to commencing work on the site.

End of General Conditions



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

_____, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: _____

Authorized Signatory:

Dated:
